The decision is based upon the fact that the uttering of the words by the performer was a breach of a contractual duty between the corporation owning and operating the theatre and the plaintiff, and the principle involved is not at all settled. The earlier cases held that the corporation could not be held for the slander of its agent, on the ground that the corporation can act only by agent and there can be no agency in slander. The opposing views of the courts are well indicated by *Behre* v. *National Cash Reg. Co.*, 100 Ga. 213, 27 S. E. 986, 62 Am. St. Rep. 320, and *Redict* v. *Singer Mfg Co.*, 124 N. C. 100, 32 S. E. 392, holding that the corporation is not liable for the slander of its agent unless it affirmatively appears that the agent was authorized to speak the words in question, even though the agent was at the time acting within the scope of his employment, and by *Rivers* v. *Yazoo etc. R. Co.*, 90 Miss. 196, 43 So. 471, 9 L. R. A. (N. S.) 931, and *Hypes* v. *Southern R. Co.*, 82 S. C. 315, 64 S. E. 395, holding that the corporation is liable though the words were uttered without the knowledge, approval, consent or ratification of the corporation. Probably the weight of authority inclines to the view that where the agent is acting within the scope of his employment the corporation is liable even though the slander was uttered without the knowledge of the corporation, or without its approval, and though the corporation did not ratify the acts of the agent. 5 THOMPSON, CORP. 5441; *P. W. & B. R. R.* v. *Quigley*, 21 How. 210. And even cases holding that a corporation is not generally liable for the slanderous words of its agent recognize the rule that the corporation is liable if the utterance constitutes a breach of duty imposed by contract, as was the situation in the principal case. *Singer Mfg. Co.* v. *Taylor*, 150 Ala. 574.

CORPORATIONS—STOCKHOLDER'S RIGHT TO RESCIND SUBSCRIPTION INDUCED BY FRAUD.—The respondent was induced by the fraudulent representations of the corporation's agent to subscribe for 40 shares of stock. On his discovery of the fraud he gave notice of his rescission to the officers of the corporation, but did not bring suit to annul the subscription. Upon suit being brought by the receiver of the corporation for the unpaid balance of the subscription, respondent set up the fraud as a defense. *Held*, that the defense was proper. *Johns* v. *Coffee* (Wash., 1913) 133 Pac. 4.

To sustain the decision it is necessary to hold that the equities of the defrauded subscriber are equal to those of the creditors of the corporation, and while the English courts and most of the earlier American decisions deny the right of the subscriber to set up the fraud as against the receiver the finding of the court in the principal case seems to be in accord with the trend of the modern decisions and with the thought of text-book writers. COOK, CORPORATIONS (6 Ed.) §§ 163-4. It is conceded that as between the defrauded subscriber and the corporation the subscriber has the right to rescind, and this right is only defeated by the intervention of superior rights of third parties. MARSHALL, CORPORATIONS, § 252; *Howard* v. *Turner*, 155 Pa. St. 349, 35 Am. St. Rep. 883; *Beal* v. *Dillon*, 5 Kan. App. 27, 47 Pac. 317. In many cases where the defrauded subscriber does not bring a suit to have his subscription annulled, but waits until the receiver sues to recover the

unpaid portion of his subscription, the courts have held that the creditors of the corporation have acquired rights which are superior to those of the subscriber, and consequently have refused to allow the defense. *Franty* v. *Wauwatosa Park Co.,* 99 Wis. 40; *Regener* v. *Hubbard,* 56 N. Y. S. 173; *Martin* v. *South Salem Land Co.,* 94 Va. 28, 26 S. E. 591; *Ross-Meehan Brake-Shoe Foundry Co.* v. *Southern etc. Iron Co.,* 72 Fed. 957. In the principal case, however, the court says that the subscriber is not barred from his defense, "merely because the action was delayed until after the corporation had gone into the hands of a receiver. If the respondent had a defense against a suit to recover on the unpaid balance by the corporation itself, he had a like defense against a suit by the receiver of this corporation, unless of course he has committed some affirmative act subsequent to serving his notice of rescission which would estop him from making the defense—no mere delay on his part would work that result."

ELECTIONS—QUALIFICATIONS OF VOTERS—GRANDFATHER CLAUSE.—In an action by one of African descent against election officers the question was as to the constitutionality of the provisions of paragraph 4a, of article 3 (§ 46, WILLIAMS' ANNOTATED CONSTITUTION OF OKLAHOMA) imposing an educational test as a prerequisite to the right to vote, for all persons except those who, at any time prior to January 1, 1866, were entitled to vote under any form of government, or who at that time resided in some foreign nation, and the lineal descendants of such persons. It was contended that these provisions were repugnant to the fourteenth and fifteenth amendments to the Constitution of the United States, and to the enabling act under which Oklahoma became a state. *Held,* constitutional, *Cofield* v. *Farrell et al.* (Okl., 1913) 134 Pac. 407.

There is some question as to the constitutionality of these so-called Grandfather Clauses which are found in the constitutions and legislative enactments of several of the Southern states, inasmuch as the United States Supreme Court has never directly passed upon them. In a case which came up in the United States Circuit Court for the district of Maryland, a very similar provision was held to be in contravention of the fifteenth amendment. The Maryland statute provided for the registration, among others, of all citizens who prior to 1868 were entitled to vote in any state of the union, and the lawful descendants of such persons. The court held that even though it did not in terms discriminate against the negro, yet it did in effect disfranchise him, and was therefore unconstitutional as being a discrimination on account of a previous condition of servitude, *Anderson* v. *Meyers,* 182 Fed. 223. There is little question that these provisions do violate the spirit of the fifteenth amendment. The only difficulty lies in determining whether the court should look behind the letter of the law and set it aside on account of its real purpose and effect. In a case arising in California, which involved the constitutionality of an ordinance that in effect, though not in terms, discriminated against Chinese laundrymen, the court held it could not inquire into the motives of legislators in enacting laws, except as they may be disclosed on the face of the act or inferable from its operation, considered with reference